aiding in the sale has been held where the act was not that of buying. *Johnson* v. *People*, 83 Ill. 431. Nevertheless, the buyer is generally not held. *Lott* v. *United States*, 205 Fed. 28. The principal case gives as an explanation that if the buyer were held in prosecuting the seller, he could not then be forced to testify to the sale because of self-incrimination. But this interpretation of the statute is valid only if such an intention may be implied. And it seems improbable that such positive considerations of policy were present in the minds of the legislators. Rather, it would seem that since the statute was enacted to protect the buyer from himself there was an entire absence of intent to make him liable under it. *Cf. Regina* v. *Tyrell*, [1894] 1 Q. B. 710. If the buyer is not liable for the act of buying, he is surely exempt from liability for an act so necessarily consequent upon buying as the transportation of the goods purchased. The principal case seems correct in extending this exemption to the agent of the buyer. *Cf. Bonds* v. *State*, 130 Ala. 117, 30 So. 427; *Campbell* v. *State*, 79 Ala. 271.

LEGACIES AND DEVISES — MARSHALLING ASSETS — EXONERATION OF SPECIFIC DEVISEE FROM COVENANT RUNNING WITH THE LAND. — A lessor covenanted for himself and assigns to erect a building on the demised premises on demand by the lessee. The latter promptly demanded performance, but without success. Eight years later the lessor died, having specifically devised the reversion. His executor, upon a fresh demand, performed the covenant, and now seeks reimbursement from the specific devisee. *Held*, that the executor cannot recover. *In re Hughes*, [1913] 2 Ch. 491.

As the covenant bound both the devisee and the executor, the question is simply which must exonerate the other. The result is probably correct on the ground that the covenant had become an overdue obligation of the testator before his death. *Barry* v. *Harding*, 1 J. & L. 475; *Fitzwilliam* v. *Kelly*, 10 Hare 266. But the court's reasoning would be equally applicable, if no demand had been made before that time. It is found that the covenant "was intended to be performed forthwith" and not "to remain attendant on the lease during its currency," and held that the burden of a covenant so intended must fall on the general estate. *Eccles* v. *Mills*, [1898] A. C. 360. The legal principle laid down is probably sound. Where land contracted for is specifically devised, the executor must discharge it from the vendor's claim for the piece. *Cogswell* v. *Cogswell*, 2 Edw. Ch. (N. Y.) 231. And a covenant by either party to a lease to make some immediate improvement — intended to be finally performed and over with shortly after the outset of the tenancy — may fairly be treated as a price paid for the reversionary or leasehold interest, which the covenantor acquires. *Marshall* v. *Holloway*, 5 Sim. 196. The principle also harmonizes with the rule that equity — which prescribes the order of marshalling assets — will impose the burden of a contract upon the land or the promisor according to the original intent of the parties in making it. *Mansel* v. *Norton*, 22 Ch. D. 769; *John Brothers Abergarw Brewery Co.* v. *Holmes*, [1900] 1 Ch. 188. But a covenant imposing a contingent liability which may persist for years must be intended to "remain attendant on the lease." The mere expectation that it will be performed soon does not alter the character of the covenantor's promise. To treat such an agreement like the temporary, unconditional covenant of *Eccles* v. *Mills* would probably violate the testator's intent and certainly cause serious inconvenience. The early English rule that a specific bequest of stock not fully paid up carried with it the right to have future calls met by the executor has been abandoned for these very reasons. *Blount* v. *Hopkins*, 7 Sim. 43; *Armstrong* v. *Burnet*, 20 Beav. 424; *Addams* v. *Ferick*, 26 Beav. 384. Probably the court would not have carried its reasoning in the principal case to its logical result of holding the executor had the demand been made after the testator's death.